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BOOK A1 PAGE 450

CONTRACT FOR SALE OF REAL PROPERTY

THIS CONTRACT is made as of this 20 day of AUGUST, 1982 by CASTLE & COOKE, INC., a Hawaiian corporation, hereinafter called "Seller," and DAVID R. NEVITT and LINDA S. NEVITT, husband and wife, hereinafter called "Purchaser",

W I T N E S S E T H :

Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller for the price and on the terms and conditions set forth below, that certain real property and all improvements thereon, situated in Skamania County, State of Washington and described as follows:

Government Lots One (1), Two (2), Three (3) and Four (4) of Section 19, Township 1 North, Range 5 East of the Willamette Meridian;

Except that portion conveyed to the State of Washington recorded July 21, 1925 in Book "U" of Deeds at Page 354-356 Records of Skamania County, Washington.

Also except that portion conveyed to the Portland & Seattle Railway Company, a corporation, recorded February 16, 1907 in Book "K" of Deeds at Page 265 & 266, Records of Skamania County, Washington.

Subject to:

Any question that may arise due to shifting or change in the course of the Columbia River or due to said river having shifted or changed its course.

Rights of the State of Washington in and to that portion of said premises, if any, lying in the bed of the Columbia River, if said river is navigable.

Right in the general public to the unrestricted use of all the waters of a navigable body of water not only for the primary purpose of navigation, but also for corollary purposes, including (but not limited to) fishing, boating, bathing, swimming, water skiing and other related recreational purposes, as those waters may affect the tidelands, shorelands or adjoining uplands and whether the level of the water has been raised naturally or artificially to a maintained or fluctuating level, all as further defined by the decisional law of this state. (affects all of the premises subject to such submergence)

This property is subject to State Highway #14 right of way and Burlington Northern Railroad right of way and all other easements and restrictions of record.

TAX ON CONVEYANCES STATE OF WASHINGTON DEPARTMENT OF REVENUE CH. 180, LAWS OF 1935 ONE HUNDRED DOLLARS NUMBER 13164

No. .....
TRANSACTION BY .....
AUG 30 1982
Amount Paid $ 411.96 40
Skamania County Treasurer
By ..... Deputy

Transaction in compliance with County subdivision ordinances.
Skamania County Assessor By: .....

1. Purchase price and payment:

Purchaser agrees to pay as the total purchase price for the real property, the sum of $112,000.00. Such amount shall be paid as follows:

1.1 The sum of $22,400.00, including any earnest money which may have been paid on closing, for a total down payment of $22,400.00.

1.2 The balance of $89,600.00 shall bear interest at the rate of 12% per annum and shall be paid in four (4) annual installments of $22,400.00 plus interest accrued with the first installment to be paid on the first anniversary date of the closing date and on the following three (3) anniversary dates; the parties shall set forth on this agreement when that is determined, and the closing agent shall have that obligation.

1.3 In any event the entire balance due on this contract, including both principal and interest, shall be paid within four (4) years of the closing date.

1.4 Purchaser may prepay this entire obligation or any portion thereof at any time, without penalty.

1.5 This payment schedule is subject to provisions for additional payments as set forth hereinafter.

1.6 A late charge of 1½% percent of any payment shall be deducted from the payment in the event it is not paid within 15 days of the date the payment is due.

2. Representations; possession; condition of property

2.1 Seller warrants that Purchaser shall be entitled to possession of the property on the date of this agreement, and may retain possession so long as Purchaser is not in default under the terms of this contract.

2.2 Purchaser certifies that this contract is accepted and executed on the basis of Purchaser's own examination and knowledge of the property and opinion of the value thereof; that no attempt has been made to influence Purchaser's judgment; that no representations as to the condition of the property have been made by Seller or by any agent or employe of Seller; that Purchaser has relied exclusively on their own judgment and not on the representations, estimates or promises, oral or written, by Seller in any manner; that no agreement or promise to alter, repair or improve the property has been made by Seller or by any agent of Seller; and that Purchaser takes the property and the improvements thereon in the condition existing at

the time of this contract, AS IS, WITH ALL FAULTS, including latent defects.

2.3 Purchaser agrees that they have ascertained, from sources other than Seller, the applicable land use, zoning, building, and other regulatory ordinances and laws as they may affect the present use or any intended future use of the property, and Seller has made no representations with respect thereto.

2.4 Purchaser shall at all times keep the property in good condition and repair, and will not suffer or permit any waste or strip thereof, or any property, real or personal, subject to this contract, nor make or permit any alternations or improvements thereof which would jeopardize Seller's security interest therein; that Purchaser will keep the property free from contractor's liens and all other liens and save the Seller harmless therefrom and reimburse Seller for all costs and attorney's fees incurred by Seller in defending against any such liens; and will pay all taxes and assessments hereafter levied against the property, as well as all public charges and/or municipal liens which hereafter lawfully may be imposed upon the property, all promptly before the same or any part thereof become past due.

3. Closing Adjustments.

3.1 Upon or prior to the execution of this contract, the parties have prorated and adjusted between themselves all current real property taxes upon this property, as well as all utility and related service charges, to the date of possession specified herein.

4. Taxes

4.1 Purchaser shall be responsible for and promptly pay when due all real estate taxes and assessments levied against the property after closing. Purchaser shall pay such taxes directly to the taxing authority, except as may be otherwise provided in this contract.

4.2 Purchaser shall provide evidence of payment of real property taxes by delivering to Seller a copy of receipt from the Skamania Tax Assessment Office showing payment in full within 10 days of payment under 4.1.

4.3 Seller shall pay the State of Washington the 1% excise tax obligation and Purchaser shall pay any and all costs, taxes, liens, assessments or other expenses arising because of timber cutting or land development or change of tax status resulting from or occurring during or after the execution of this agreement.

5. Title Insurance; Deed:

5.1 Seller shall, at Purchaser's expense, and within 30 days from the date of this contract, furnish Purchaser with a vendee's policy of title insurance, for a face amount equal to the purchaser price of the land insuring marketable title in and to the property in seller as of the date of this agreement, excepting only (A) the standard printed exceptions contained in such policies; (B) building and other restrictions, conditions, covenants and easements of record, if any; (C) rights of the public in streets, roads and highways; (D) and all other exceptions, reservations or grants contained herein and/or which are shown on the preliminary title report.

5.2 Upon Purchaser's full payment of the purchase price including the mortgages assumed (as well as any additional amounts which may then be owing by Purchaser to Seller according to the provisions hereof) and upon performance by Purchaser of all of the other terms and conditions and provisions hereon, and upon Purchaser's request and surrender of this contract, Seller shall forthwith deliver to Purchaser a good and sufficient statutory warranty deed conveying the real property herein free and clear of all liens and encumbrances excepting those placed upon the property or suffered by the Purchaser subsequent to the date of this contract, and further excepting only the conditions and reservations set forth herein and as shown on the title report.

6. Land Release Program.

6.1 The parties recognize and agree that Purchaser desires to develop this property and prepare and sell building sites. In pursuit of this policy, Purchaser may obtain a release of parcels of land from the Seller under the following terms and conditions. There has been prepared and the parties are familiar with a drawing prepared by Seller which divides the property sold into ten (10) parcels, each ranging from 4.4 to 6.12 acres in size. It is agreed that this drawing is a part of this agreement and a copy of the same shall be initialed by the parties and attached and made a part of this contract. In the event such physical attachment is impossible or difficult for recording purposes each party shall retain a copy initialed by the other, attached to their contract copy. Purchaser, upon the payment of $16,000.00 shall request the release by deed of one of the indicated parcels and Purchaser shall be entitled to the release of as many parcels as Purchaser desires upon the cash payment of $16,000.00 for each parcel to be released. Seller has prepared the map describing these parcels and the measurements thereto. Any further survey or equivalent work required to carry out the releases shall be at the expense of the Purchaser. Purchaser shall

exercise the right of deed release by giving Seller 30 days notice of his demand for such release. Purchaser may exercise his rights as to the release of the parcels aforesaid only by commencing with the release as to either Parcel No. 1 or Parcel No. 10 and thereafter his remaining release requests must be to parcels contiguous to the last parcel released. The transfer of parcels released will be carried out jointly through the offices of Macdonald, McCallister & Snow, Attorneys at Law, Astoria, Oregon in concert with the Purchaser at Purchasers' request. Purchaser may undertake all of the necessary work to perfect legal descriptions and draft deeds to save expense. The moneys paid by Purchaser to Seller for the deed release shall be applied against the principal balance due under this contract and shall not in any way limit, waive or change the obligation of Purchaser as to his installment payments as required herein.

6.2 Purchaser may not sell, transfer, assign or set over the land, nor any portion thereof excepting under the program as set forth in paragraph 6.1 nor cut, remove, sell or transfer the timber on said property, without the written consent of Seller. Purchaser may not sell, assign, transfer or encumber this contract or any rights therein without the written consent of Seller.

Seller will not unreasonably withhold Seller's consent to the sale of timber nor to the assignment or transfer of contract rights upon the condition that the gross proceeds of said timber sale or contract assignment will be paid directly to Seller up to the satisfaction of the balance due on this contract.

7. Closing Date and Place.

The closing date shall be _____, 1982.

Closing shall be conducted through the offices of Gunderson Realty of South Bend, Washington upon full approval of both parties.

8. Default.

8.1 Time is of the essence of this contract. A default shall occur if:

(a) Purchaser fails to make any payment within 10 days after it is due. Failure of Seller to receive the payment due to a failure of the postal service will not be considered a default at any time.

(b) Purchaser fails to perform any other obligation imposed by this contract and does not correct or commence correction of such failure within 15 days after mailing of

written notice by Seller specifying the manner in which Purchaser is in default; or

(c) Purchaser becomes insolvent, a receiver is appointed to take possession of all or a substantial part of Purchaser's properties, Purchaser makes an assignment for the benefit of creditors or files a voluntary petition in bankruptcy, or Purchaser is the subject of an involuntary petition in bankruptcy which is not dismissed within 90 days. If Purchaser consists of more than one person or entity, the occurrence of any of these events as to any one such person or entity shall constitute a default hereunder.

8.2 In the event of a default, Seller may take any one or more of the following steps:

(a) Declare the entire balance of the purchase price and interest immediately due and payable.;

(b) Foreclose this contract by suit in equity;

(c) Specifically enforce the terms of this contract by suit in equity.

9. Notice.

Any notice under this contract shall be in writing and shall be effective when actually delivered or when deposited in the mail, registered or certified, addressed to the parties at the addresses stated in this contract or such other addresses as either party may designate by written notice to the other.

10. Waiver.

Failure of Seller at any time to require performance of any provision of this contract shall not limit the right of the Seller to enforce the provisions, nor shall any waiver by Seller of any breach of any provision be a waiver of any succeeding breach of that provision or a waiver of that provision itself or any other provisions.

11. Costs and Attorney Fees

In the event suit or action is instituted to enforce any of the terms of this contract, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial or on appeal of such suit or action, in addition to all other sums provided by law.

If any party to this contract places it in the hands of an attorney for collection or enforcement of the covenants contained herein, as a consequence of a default, as defined

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herein, the party in default agrees to pay the reasonable fees and expenses of such attorney even though no suit or action is instituted, as a consequence of default.

12. Successors.

The provisions, covenants and conditions of this contract shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and permissible assigns of the parties hereto.

13. Seller's Right to Make Payments.

If Purchaser fails to make any payment required by the terms of this contract to be paid by Purchaser, whether such payment is to be made to Seller or to some other party, as, for instance, in the case of real property taxes, Seller may do so; and any payment so made shall be added to and become a part of the debt secured by this contract, shall bear interest at the aforesaid rate, and shall be immediately reimbursed by Purchaser to Seller, without waiver, however, of any right arising to Seller for Purchasers' breach of this contract.

14. Joint and Several Liability.

If Purchaser is more than one person, each of them shall be jointly and severally liable for payment and performance of all obligations under this contract.

15. Special Provisions.

15.1 The true and actual consideration for this transfer is $112,000.00.

15.2 The respective addresses of the parties are for the purpose of sending notices as hereinabove provided, are as follows:

Seller: Castle & Cooke, Inc.
c/o Bumble Bee Seafoods
PO Box 60
Astoria, Oregon 97103

Purchaser: David R. Nevitt
Linda S. Nevitt, husband and wife
PO Box 148
South Bend, Washington 98586

16. This document is the entire, final and complete agreement of the parties pertaining to the sale and purchase of the property, and supersedes and replaces all written and oral agreements including earnest money agreements

heretofore made or existing by and between the parties or their representatives insofar as the property is concerned.

IN WITNESS WHEREOF, the parties have caused this contract to be executed in duplicate as of the day and year first above written.

SELLER: CASTLE & COOKE, INC.
By _____
Executive V.P., Castle & Cooke, Inc. Title

PURCHASER: _____
David R. Nevitt

_____
Linda S. Nevitt

STATE OF CALIFORNIA)
County of San Francisco) ss.

On this 20 day of August, 1982, personally appeared F. Homer Eaton, who, being first duly sworn, did say that he is the Exec. Vice President of Castle & Cooke, Inc., a corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and he acknowledged said instrument to be its voluntary act and deed.

Before me: _____
Notary Public for California
My Comm. expires:

OFFICIAL SEAL
GENEVIEVE M LOVELAND
NOTARY PUBLIC - CALIFORNIA
SAN FRANCISCO COUNTY
My comm. expires MAY 18, 1984

STATE OF WASHINGTON)
County of) ss.

On this 16th day of August, 1982, before me appeared David R. Nevitt and Linda S. Nevitt, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me: _____
Notary Public for Washington
My Comm. expires: 8-2-83

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ONLY RECORDINGS
BOARD OF COUNTY COMMISSIONERS
MARRIAGE APPLICATIONS

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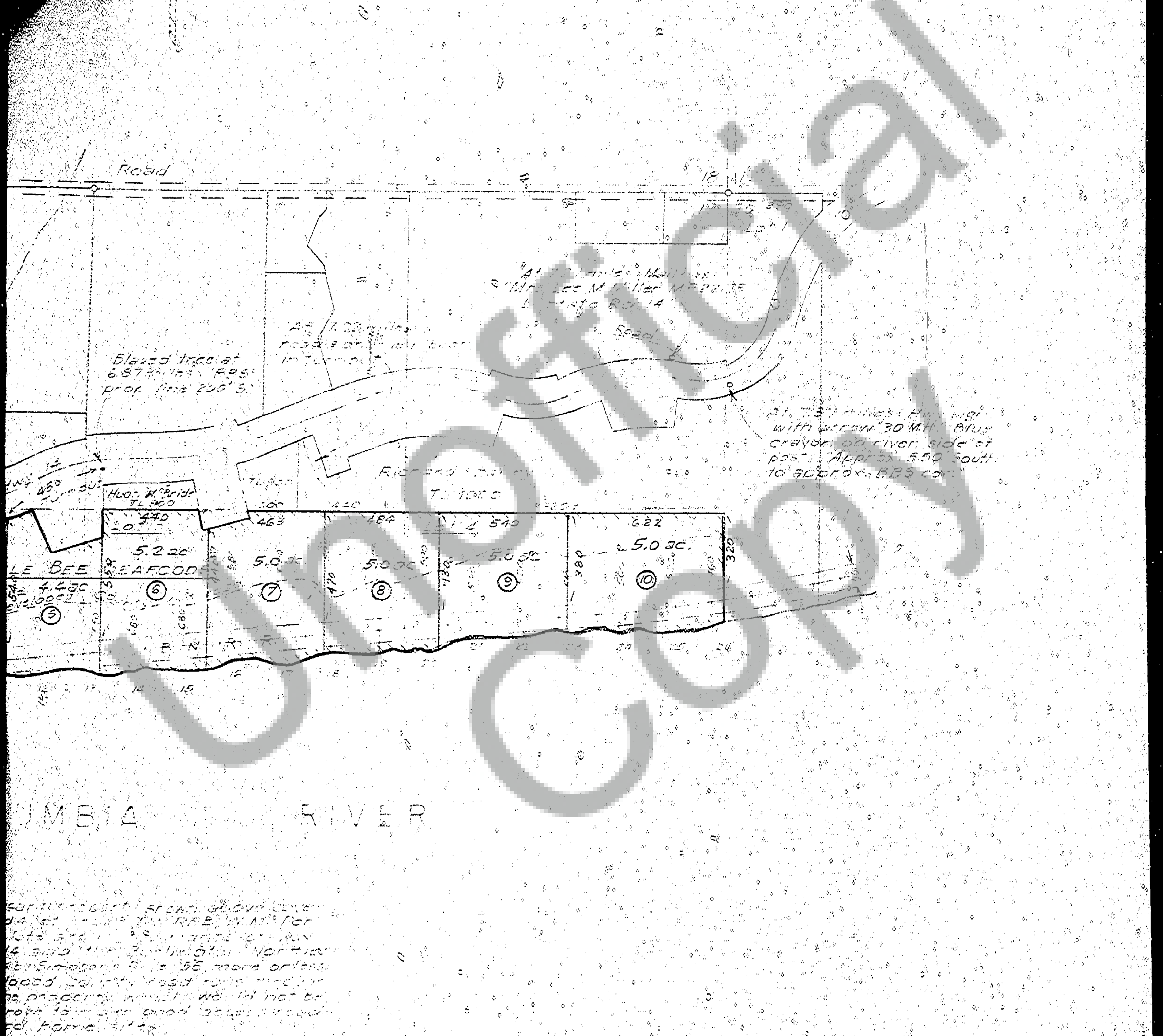
David R. Neal
Linda J. Smith

MARRIAGE APPLICATIONS


Road
Road
Road